

**AGREMAX USE CONTRACT  
TERMS AND CONDITION**

**Acceptance of Order.** For purposes of this order, AES Puerto Rico, L.P. is the "Seller" and the term "Buyer" will be used to refer to **Arroyo Town Center** and Associates represented by Hector Rios, # 198 estacion 6 Ponce 00730, 787-843-6538, for the project: **Arroyo Town Center**, which by means of this order, contracts and agree with Seller to receive at Buyer's site located in Guayama, Puerto Rico, a five gallon sample of Agremax, a manufactured aggregate produced by Seller from Seller's coal combustion by products, namely, fly ash and bottom ash, at no cost. This order will become a binding contract between Buyer and Seller when any of the following occurs: (1) the delivery and acceptance of delivery by Seller of all or any portion of Agremax; or (2) Buyer accepts the proposal and/or quotation for the goods offered by Seller to Buyer by means of this order (hereinafter collectively referred as the "Order"). Acceptance of this Order shall only be on the terms and conditions stated herein, except as otherwise specifically authorized in writing by Seller, and the delivery and acceptance of Agremax shall be as is and as accepted as herein provided, with no other representation as to its suitability for Buyer's intended use or uses. Except as provided herein, it is a condition of this Order that any unauthorized modification by Buyer of the terms and conditions herein contained shall have no force or effect and Buyer hereby agrees that any such provisions or modifications shall not constitute a part of this Order.

Buyer may conduct such tests and analysis of the Agremax as needed to determine if the Agremax is suitable for use in connection with the production of products manufactured and used by Buyer in its business operations. Any and all tests or analysis shall be conducted at Buyer's own cost and Seller shall have the right to review such test or analysis results. Any test conducted by Buyer to confirm the non-hazardous condition of the Agremax will be done in accordance with the United States Environmental Protection Agency (USEPA) test method established under Section 261.24, Volume 40 of the Code of Federal Regulations (40 CFR §261.24), as amended.

**Transportation Risk of Loss, Title Passage.** If Seller is the transporting party, Title and Risk of Loss passes on to Buyer upon delivery of the goods at Buyer's facility. If Buyer is the transporting party, Title and Risk of Loss passes on to Buyer upon delivery of the goods at Seller's facility.

**Compliance with Laws.** The Buyer shall comply at all times with all applicable executive orders, federal, Commonwealth of Puerto Rico, and municipal laws and regulations, ordinances, orders, requirements, and rules thereunder, and Buyer shall save harmless Seller from all suits, claims, loss or damage arising out of Buyer's acts thereof based on any of these. Buyer shall obtain and will maintain in effect all permits, licenses and other documentation required now and hereafter in order to comply with all applicable governmental laws, ordinances, orders, rules, regulations and actions.

**Hold Harmless Agreement.** Buyer and Seller agree to mutually hold harmless and indemnify each other with respect to their individual responsibilities. To that effect, Seller certifies that the Agremax is not hazardous waste as such term is defined under the USEPA hazardous waste management regulations promulgated pursuant to the Resource Conservation and Recovery Act (RCRA), the Regulation for Control of Hazardous Wastes and that Seller is not regulated as a Solid Waste Facility as such term is defined by the Puerto Rico Environmental Quality Board Regulation for the Management of Solid Wastes. Buyer shall indemnify, hold harmless and defend Seller, from and against any and all damages, claims, losses, liabilities, and all expenses which may be imposed upon, incurred or asserted against Seller by any person, party or parties, citizen or environmental group, or governmental authority to the extent that result from, arise out of, are related to, or were caused by the actions of Buyer and Seller shall indemnify, hold harmless and defend Buyer, from and against any and all damages, claims, losses, liabilities, and all expenses which may be imposed upon, incurred or asserted against Buyer by any person, party or parties, citizen or environmental group, or governmental authority to the extent that result from, arise out of, are related to, or were caused by the actions of Seller.

**Amendment; Termination.** No modification or termination of this Order shall be binding upon the Buyer unless it is in writing and is signed by the Buyer. Modifications and termination may be effected by facsimile or electronic exchanges.

**Confidentiality.** Any information provided by the Seller to the Buyer pursuant to this Order shall be used by the Buyer only in furtherance of the interest of the Seller and, subject to disclosures required by applicable law, the Seller shall maintain the confidentiality of such information at all times.

**Governing Law.** The validity, interpretation and performance of this Order, and the legal relations of the parties, shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico and the parties hereby stipulate that the Courts of Puerto Rico shall be the venue of any legal action.

**Anti-Corruption and Anti-Money Laundering Provisions.** In performing its obligations under this Agreement, Arroyo Town Center and its officers, directors, employees, agents and representatives agree that they will not:

a) directly or indirectly, offer, give, make, promise, pay or authorize the payment of any money, gift, or anything of value to any person that is an officer or employee of any government, or an officer or employee of any department, agency or instrumentality thereof, of any public international organization, or any person acting in an official capacity on behalf of such government, department, agency or instrumentality thereof, or any candidate for or appointee to a political or government office, or to any political party; or

b) receive, transfer, retain, use or hide the proceeds of any criminal activity whatsoever, or employ or otherwise conduct business with a "designated person," namely a person or entity that appears on any list issued by the United States or the United Nations as being involved in money laundering, terrorism, or drug trafficking, or as having violated economic or arms embargoes.

c) **Construction Uses.** Seller does not make any warranty explicit or implied about the structural properties of its products. If Buyer intends to use product in any structural manner, it should consult with a technical expert.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 17 day of Feb, 05.

AES Puerto Rico, LP:

Arroyo Town Center.:

Signature: [Signature]

Signature: [Signature]

Title: CCP Team Leader

Title: Env. Tech. Soil

CCP Puerto Rico, L.P.

**AES PUERTO RICO, L.P.  
AGREMAX USE CONTRACT  
TERMS AND CONDITION**

1. Acceptance of Order. For purposes of this order, AES Puerto Rico, L.P. is the "Seller" and the term "Buyer" will be used to refer to La Fuente Town Center #706 Calle Marginal Suite 11, 121 Guayama P.R 00785 for the project: Arroyo Town Center, which by means of this order, contracts and agree with Seller to receive at Buyer's site located in Guayama, Puerto Rico, up to 72,539.225 tons of Agremax, a manufactured aggregate produced by Seller from Seller's coal combustion by products, namely, fly ash and bed ash, at a cost of \$0.15/ton. This order will become a binding contract between Buyer and Seller when any of the following occurs: (1) the delivery or tender of delivery by Seller of all or any portion of Agremax; or (2) Buyer accepts the proposal and/or quotation for the goods offered by Seller to Buyer by means of this order (hereinafter collectively referred as the "Order"). Acceptance of this Order shall only be on the terms stated herein, except as otherwise specifically authorized in writing by Seller, and the delivery and acceptance of Agremax shall be as is and except as herein provided, with no other representation as to its suitability for Buyer's intended use or uses. Except as provided herein, it is a condition of this Order that any unauthorized modification by Buyer of the terms and conditions herein contained shall have no force or effect and Buyer hereby agrees that any such provisions or modifications shall not constitute a part of this Order.

2. Buyer may conduct such tests and analysis of the Agremax as needed to determine if the Agremax is suitable for use in connection with the production of products manufactured and used by Buyer in its business operations. Any and all tests or analysis shall be conducted at Buyer's own cost and Seller shall have the right to review such test or analysis results. Any test conducted by Buyer to confirm the non-hazardous condition of the Agremax will be done in accordance with the United States Environmental Protection Agency (USEPA) test method established under Section 261.24, Volume 40 of the Code of Federal Regulations (40 CFR §261.24), as amended.

3. Transportation Risk of Loss, Title Passage. If Seller is the transporting party, Title and Risk of Loss passes on to Buyer upon delivery at Buyer's facility. If Buyer is the transporting party, Title and Risk of Loss passes on to Buyer upon delivery of the goods at Seller's facility.

4. Compliance with Laws. The Buyer shall comply at all times with all applicable executive orders, federal, Commonwealth of Puerto Rico, and municipal laws and regulations, ordinances, orders, requirements, and rules thereunder, and Buyer shall save harmless Seller from all suits, claims, loss or damage arising out of Buyer's acts thereof based on any of these. Buyer shall obtain and will maintain in effect all permits, licenses and other documentation required now and hereafter in order to comply with all applicable governmental laws, ordinances, orders, rules, regulations and actions.

5. Hold Harmless Agreement. Buyer and Seller agree to mutually hold harmless and indemnify each other with respect to their individual responsibilities. To that effect, Seller certifies that the Agremax is not hazardous waste as such term is defined under the USEPA hazardous waste management regulations promulgated pursuant to the Resource Conservation and Recovery Act (RCRA), the Regulation for the Control of Hazardous Wastes and that Seller is not regulated as a Solid Waste Facility as such term is defined by the Puerto Rico Environmental Quality Board Regulation for the Management of Solid Wastes. Buyer shall indemnify, hold harmless and defend Seller, from and against any and all damages, claims, losses, liabilities, and all expenses which may be imposed upon, incurred or asserted against Seller by any person, party or parties, citizen or environmental group, or governmental authority to the extent that result from, arise out of, are related to, or were caused by the actions of Buyer and Seller shall indemnify, hold harmless and defend Buyer, from and against any and all damages, claims, losses, liabilities, and all expenses which may be imposed upon, incurred or asserted against Buyer by any person, party or parties, citizen or environmental group, or governmental authority to the extent that result from, arise out of, are related to, or were caused by the actions of Seller.

6. Amendment; Termination. No modification or termination of this Order shall be binding upon the Buyer unless it is in writing and is signed by the Buyer. Modifications and termination may be effected by facsimile or electronic exchanges.

7. Confidentiality. Any information provided by the Seller to the Buyer pursuant to this Order shall be used by the Buyer only in furtherance of the interest of the Seller and, subject to disclosures required by applicable law, the Seller shall maintain the confidentiality of such information at all times.

8. Governing Law. The validity, interpretation and performance of this Order, and the legal relations of the parties, shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico and the parties hereby stipulate that the Courts of Puerto Rico shall be the venue of any legal action.

9. Anti-Corruption and Anti-Money Laundering Provisions. In performing its obligations under this Agreement, Arroyo Town Center, and its officers, directors, employees, agents and representatives agree that they will not:

a) directly or indirectly, offer, give, make, promise, pay or authorize the payment of any money, gift, or anything of value to any person that is an officer or employee of any government, or an officer or employee of any department, agency or instrumentality thereof, or of any public international organization, or any person acting in an official capacity on behalf of such government, department, agency or instrumentality thereof, or any candidate for or appointee to a political or government office, or to any political party; or

b) receive, transfer, retain, use or hide the proceeds of any criminal activity whatsoever, or employ or otherwise conduct business with a "designated person," namely a person or entity that appears on any list issued by the United States or the United Nations as being involved in money laundering, terrorism, or drug trafficking, or as having violated economic or arms embargoes.

Construction Uses. Seller does not make any warranty explicit or implied about the structural properties of its products. Buyer intends to use product in any structural/manner, it should consult with a technical expert.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 10 day of Feb, 2009

AES Puerto Rico, LP:

Arroyo Town Center

Signature: [Signature]

Signature: [Signature]

Title: CCP Team Leader

Title: [Signature]